

11th International Masterclass Course for Young Pianists
Radziejowice, 18 – 25 August 2024

Regulations

1. The present regulations (hereafter referred to as the 'Regulations') set out the principles governing participation in the 11th International Masterclass Course for Young Pianists, hereafter referred to as the 'Course'. The course organiser is the Fryderyk Chopin Institute, Tamka street 43, 00-355 Warszawa, entered on the register of cultural institutions under the number RIK 51/2001, hereafter the 'Institute'. The Course is organised in collaboration with the Centre of Creative Arts in Radziejowice, located at Henryka Sienkiewicza street 4, 96-325 Radziejowice, entered on the register of cultural institutions under the number RIK 36/95.
2. The Course will run from 18th to 25th August 2024 at the Centre for Creative Arts in Radziejowice.
3. The Course is intended for students and graduates of institutions of higher musical education and for particularly talented pupils of secondary schools of music. These Individuals who declare to attend The Course will be termed hereafter 'Participants'.
4. The individual masterclasses during the 11th International Masterclass Course will be conducted by the following tutors: Ingrid Fliter, Robert McDonald, Konstantin Scherbakov, Philippe Giusiano and Dmitry Ablogin.
5. The course will be divided into two profiles: modern and mixed. The modern profile will be conducted only on modern instruments, the mixed profile – on modern and period instruments from Chopin's era.
6. Tutors will be divided into two groups:
 - a. Ingrid Fliter, Robert McDonald (modern profile);
 - b. Konstantin Scherbakov, Philippe Giusiano (modern and mixed profile);
 - c. Dmitry Ablogin (mixed profile);
7. A participant has guaranteed 4 master classes, 60 minutes each.
8. Modern profile Participants may choose classes with a maximum of one tutor from group "A" (two classes) and with a maximum of one tutor from group "B" (another two classes). If there are no places available with a tutors in group "A", the pianist is entitled to lessons with tutors from group "B" (in a 2:2 lesson ratio).
9. Mixed profile Participants can choose classes with a maximum of one tutor from the group "B" and the tutor from the group "C" (in a 2:2 lesson ratio).
10. The Participant shall indicate the selected tutors in the application referred to in §11 of the Regulations.
11. In order to apply for participation in the Course, the Participant must:

- a) complete and send by email (kursy@nifc.pl) a scan of the application form, which is available on the Institute's website as a pdf. file,
 - b) attach a recommendation from a well-known teacher recognised as an authority in the musical world.
12. The Participant may be registered by an adult or a legal representative of a minor. Submitting the application is voluntary and means consent to the provisions of the Regulations.
 13. In the case of a minor enrolled in the Course the legal guardian of the minor participant is obliged to complete and sign the application form referred to in §11 of these Regulations. Signing of the above-mentioned document is tantamount to agreeing to the participation of a minor in the Course.
 14. Applications are accepted until 21st June 2024, 23:59, at the latest. Applications sent after that time, incomplete applications as well as applications sent via incorrect file shall not be accepted.
 15. The number of Participants is limited. The final decision regarding the acceptance of a Participant will be concluded by the Course tutors, considering the CV provided within the application form submitted by the Participant (§ 11 A) and the recommendation from a well-known teacher recognised as an authority (§ 11 B). If the Participant is qualified to a given master class, his final assignment is determined by the order of applications. Priority to participate in the Course is given to young pianists covered by the Institute's Young Talent Promotion Program.
 16. The Institute reserve the right to assign a Participant to another masterclass, where space allows, in the following cases: a large number of applications; a lack of spots in particular class; a tutor not accepting a Participant for his/her class; some other exceptional circumstances.
 17. That decision will be communicated to the Participant by email no later than 5th July 2024. The decision to accept or reject a Participant is final and cannot be appealed.
 18. The full fee for the Course is 700 EUR. The payment for the masterclass lessons indicated in § 7 is 325 EUR, whilst the payment for accommodation and board indicated in § 19 c) is 375 EUR. The accommodation and board fee specified is optional and paid along with the payment of the Course fee if the Participant wishes to use the accommodation and board option. In case of a shortened stay of a Participant, the fee is not subject to reduction or refund.
 19. The full Course fee guarantees the Participant the following:
 - a) 4 masterclass lessons (60 minutes each),
 - b) the possibility of individual practice sessions in the rooms at the Centre of Creative Arts in Radziejowice,
 - c) full-board (breakfast, lunch, dinner) and accommodation at Radziejowice Palace during the Course,
 - d) the possibility of taking part in the additional activities described in §21.
 20. After receiving the confirmation of admission to the Course, the Participants are obliged to pay the Course fee. The payment must be made prior to 26th July 2024 to the Institute's bank account number: PL71 1130 1017

0020 1462 3620 0008 (transfers in Euro) SWIFT (BIC): GOSKPLPW with the name of the institution (Narodowy Instytut Fryderyka Chopina, ul. Tamka 43, 00-355 Warsaw), the name of the Participant and the annotation "Masterclass Course".


21. Additional activities will be available to Participants, including lectures and seminars, visit to the Fryderyk Chopin Museum in Warsaw and to Fryderyk Chopin's Birthplace in Żelazowa Wola, as well as participation in selected by the Institute concerts during the 20th International Music Festival 'Chopin and his Europe'.
22. The Institute reserves the right to pay the full Course fee for young pianists covered by the Fryderyk Chopin Institute's 'Young Talents Promotion Programme', in accordance with the programme's principles, for selected laureates of Polish and international Chopin competitions, as well as – in special and justifiable cases – for young pianists appointed by the Director of the Institute.
23. Participants who took part in the concerts cycle titled "Young Talents in the Fryderyk Chopin Museum" are exempted from the 30% of the Course fee.
24. During the Course, there are plans for a public concert featuring outstanding Participants, selected by their tutors.
25. Each Participant is entitled to resign from participation in the Course by August 4th 2024. In the event of resignation from the Course due to Force Majeure (§ 28) during its duration, the Institute shall refund the fee in the amount corresponding to the benefits listed in § 19 not implemented until the resignation is submitted. The participant submits a declaration of resignation in writing to the Institute's address or in electronic form to the address kursy@nifc.pl.
26. Any queries regarding the Course should be made by email (kursy@nifc.pl) or by telephone (00 48 22) 44 16 142.
27. In order to support the initiative by "Force Majeure", it was launched or ensured participation in a program that would have had a share that had an impact on the participation that the Institute or participant had, the launching could not prevent the maintenance of the appropriate initiative, so that he could oppose and his Institute and Participant acted on or overcome it, which could be from the authorized institution and the participant, and was independent of them. In injuries that you have with support, earthquake, whose lands, hurricanes, natural disasters, pandemics, epidemics, natural disasters, including the coronavirus epidemic, restrictions from legal acts influencing the regulations in question, other events, other nations, export, scientific, military, migration and import activities, migration in actions, actions from which the party was removed has no influence on the party.
28. After determining the occurrence of a Force Majeure event, the Institute will take all steps to prevent or reduce the effects of Force Majeure on the subject of the Regulations, in particular, the Institute, in consultation with the Participants, will determine the Institute's services that are replacement for those that, due to the occurrence of Force Majeure, have not been performed or will not be performed or have been performed improperly and / or set new dates and / or form and / or place of performance of these services. The preceding sentence concerns

in particular the assurance of a professor other than the one mentioned in § 6 of the Regulations and / or changing the date specified in § 2 of the Regulations.

29. The Institute has the right to amend the Regulations in the event of a Force Majeure event. The Institute will notify about the changed terms and conditions of the Regulations by publishing the Regulations on the Institute's website, and in the event of a change in the Regulations, after establishing the list of Participants, also by notifying the Participants in electronic form to the e-mail address provided with the Participant's application. In the event that the Participant does not accept the new content of the Regulations, the provisions of § 25 of the Regulations shall apply.
30. The Institute will not be responsible for non-performance or improper performance of its obligations under the Regulations, in particular for the cancellation or rescheduling of the Course due to Force Majeure, if the non-performance or improper performance of these obligations is the result of Force Majeure.
31. Complaints related to the Regulations may be submitted in electronic form via e-mail to the e-mail address: kursy@nifc.pl or in writing by registered mail to the address of the Institute.
32. The Institute will respond to the complaint immediately, not later than within 30 days from the date of its receipt.
33. If the complaint is not recognized by the Institute, the person submitting the complaint may use extrajudicial means of dealing with complaints and redress. In particular, he may ask for help from consumer organizations and municipal or powiat consumer ombudsmen. Detailed information on the possibility for a person who is a consumer to use extrajudicial means of dealing with complaints and redress as well as the rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl.
34. A person who is a consumer may also use the EU ODR internet platform, available at the following internet address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.
35. The administrator of the personal data of the Course Participants and persons applying for the Course is the Fryderyk Chopin Institute, represented by the Director of the Institute.
36. Contact with the Data Protection Officer of the Institute, who supervises compliance with data processing
37. with the provisions of law is carried out via e-mail - iod@nifc.pl or traditional mail to the following address - ul. Tamka 43, 00-355 Warsaw.
38. Detailed information on the processing of personal data in connection with the organization and course of the Course, and then the archiving of its documentation is included in the information clause constituting **Appendix 1** to the Regulations.
39. In matters not reserved for the professors' decisions, decisions are made by the Institute. The Institute also resolves in case of doubts regarding the interpretation of these Regulations.

40. The applicable law is Polish law, and the competent court in the event of any disputes is the common court having jurisdiction over the seat of the Institute.
41. The present regulations are drawn up in Polish and in English. In the event of any doubt regarding their interpretation, the Polish version is of decisive significance.
42. By submitting the application, the Participant accepts the Regulations and the GDPR clause (**Appendix 1**).

INFORMATION CLAUSE FOR PARTICIPANTS OF COURSES AND TRAINING

	Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ.U.E.L.2016.119.1, hereinafter referred to as “GDPR”, we hereby inform you about the principles of processing personal data collected for purposes related to the organisation and operation of courses and training by the Fryderyk Chopin Institute and about rights related to that processing:	
Personal data controller	The controller of Personal Data is the Fryderyk Chopin Institute (hereinafter: “Institute”) with its registered office in Warsaw, ul. Tamka 43, 00-355 Warsaw.	
Data Protection Officer	The Institute has appointed a Data Protection Officer, who may be contacted in writing via: regular mail, sent to ul. Tamka 43, 00-355 Warsaw, or electronic mail sent to: iod@nifc.pl;	
Legal basis and purposes of personal data processing	Legal basis	Purpose of processing
	Article 6(1)(a) of the GDPR	Organisation of the course/training, including the collection of applications from participants, contacting the participants or their parents/legal guardians, and other purpose, provided you give your voluntary, written consent.
	Article 6(1)(b) of the GDPR	If you are a party to the contract - for the purpose of concluding or performing the provisions of the concluded contract.
	Article 6(1)(c) of the GDPR	Obligations under the law, including accounting regulations, the Tax Ordinance, the Corporate Income Tax Act and Value Added Tax and services tax.
	Article 6(1)(f) of the GDPR	Determination or enforcement of any claims or defence against such claims by the controller (e.g. enforcement of outstanding payments or seeking claims for damages).
No obligation to provide personal data	It is not mandatory for you to provide your personal data, but failure to do so would prevent you from participating in the course/training. Where personal data is processed on the basis of consent, the provision of personal data is voluntary and failure to do so will prevent its use for the purposes indicated in the consent clause.	
Personal data recipients	The recipients of your personal data will be entities to whom we are obligated to provide data on the basis of applicable laws as well as entities supplying us with IT services, courier services, mail delivery services and managers of buildings where the course/training is held. Your data will be made available to authorised employee/partners of the Controller in connection with the course/training.	
Retention period	Data will be retained for the time necessary to organise the course/training and verify privileges, for the period of limitation of tax liabilities and the period of seeking or defending against claims, and then it will be archived in accordance with the Office Instructions and the Uniform Itemised File List of the Controller. In the case of data processed on the basis of granted consent, the data will be processed until the consent is withdrawn.	
Rights of Data Subjects	The Controller hereby informs that you have the right to: <ul style="list-style-type: none"> a) request access to your personal data from the Controller; b) if the personal data processed by the Controller are incorrect, you have the right to rectify thereof, i.e. to request a change or supplement thereof; c) if your personal data are not required by the Controller for the purposes for which they were collected; if an objection has been lodged on the terms and conditions described below; if the data should be deleted in order to fulfil the obligation under the law, you have the right to request that the Controller delete such personal data; d) if you question the correctness of your personal data, you may request that their processing be limited for a period allowing the Controller to verify the correctness of such data; e) except in the case indicated in item d), you have the right to limit the processing of personal data if the personal data are processed unlawfully by the Controller, but you do not wish the Controller to delete them; if your data are not required by the Controller, but may be necessary to defend or pursue your claims; or if you object to the processing of data on terms described below until it is determined whether the legitimate grounds on the part of the Controller override the grounds for objection; 	

Appendix 1
to the Rules and Regulations of the 11th
International Master Course for Young
Pianists

	<p>f) request the transfer of personal data indicated.</p> <p>In order to exercise the above-mentioned rights, please contact the Data Protection Officer directly (contact details have been indicated above).</p>
Right to object	<p>You have the right to object to the processing of your personal data if the processing of your personal data takes place on the basis of a legitimate interest (Article 6 (1) (f) of the GDPR). In such a situation, the Controller shall no longer be able to process your data, unless it has a legally valid basis, prevailing over your rights and freedoms, or a basis for establishing, pursuing or defending claims thereof. The mentioned objection may be submitted directly to the Data Protection Officer (contact details have been indicated above).</p>
Right to withdraw consent	<p>If your personal data are processed on the basis of your consent (Article 6 (1) (a) of the GDPR), you have the right to withdraw it at any time, which however does not affect the lawfulness of the processing performed prior to the withdrawal of this consent. The consent withdrawal statement may be submitted to the Data Protection Officer (contact details have been indicated above).</p>
Right to Complain	<p>If, in your opinion, the Controller violated the provisions on personal data protection, you have the right to lodge a complaint with the competent supervisory authority, i.e. the President of the Personal Data Protection Office.</p>
Data transfer and profiling	<p>Your personal data in the form of an image may be transferred to third countries (outside the European Economic Area, e.g. to the servers of the social networks Facebook, Instagram, YouTube) for which the European Commission has issued a decision to declare an adequate level of protection for personal data; in such cases, data will be transferred in accordance with generally applicable laws with appropriate safeguards, based on the standard data protection clauses adopted by the European Commission; you may obtain a copy of the personal data transferred to a third country. Your personal data will not be processed by automated means (i.e. without human intervention), including in the form of profiling.</p>

